

PRELIMINARY

PREPARED BY AND AFTER  
RECORDING, RETURN TO:

Santee Cooper  
One Riverwood Drive  
PO Box 29461  
Moncks Corner, SC 29461-6101

PIN#: R614 035 000 0011 0000  
R610 028 000 0018 0000

LINES:  
LIMEHOUSE TAP 115kV (JA8X013)

AUTHORITY DRAWINGS:  
5631-D02-5002

PROPERTY OWNER:  
THE TOWN OF BLUFFTON

**ENCROACHMENT AGREEMENT**

**THIS ENCROACHMENT AGREEMENT** (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between **THE TOWN OF BLUFFTON**, a South Carolina municipal corporation ("TOB"), and by and between **CENTRAL ELECTRIC POWER COOPERATIVE, INC.**, a South Carolina non-profit entity formed pursuant to South Carolina Code Section 33-49-10, et. Seq., ("Central") and by and between the **SOUTH CAROLINA PUBLIC SERVICE AUTHORITY**, a body corporate and politic organized and existing under the laws of the State of South Carolina ("Santee Cooper").

**RECITALS**

**WHEREAS**, TOB is the owner of that certain piece, parcel or tract of land as described on Exhibit A attached hereto and identified as Beaufort County Parcel Identification Numbers # R614 035 000 0011 0000 and # R610 028 000 0018 0000 (Collectively, the "Property").

**WHEREAS**, Central is the grantee under that certain power line right of way easement affecting the Property as recorded in the Beaufort County SC, Register of Deeds office in Deed Book 27797 at Pages 2187 to 2195 (W.K. Jones, Juanita J. Bradford, C.J. Jones, Barbara J. Bailey, Lillian R. Stephenson, Dorthy R. Zetterower, Christopher C. Ryals)(the "Right of Way").

**WHEREAS**, Santee Cooper manages and oversees the Right of Way through a coordination agreement with Central and maintains the subject transmission lines and associated easements.

**WHEREAS**, TOB request permission to install a ten-foot (10') heavy duty paved asphalt pathway for three and two-tenths miles (3.2 miles), three thirty-eight foot (38') by twelve foot (12') timbered bridges, two five-foot (5') concrete sidewalks, removeable bollards, rolled curbing at the Heritage Parkway Connection, a thirteen-foot (13') by ten-

foot (10') timbered pier connection, a six-foot earthen trail connection, and temporary silt fencing across and adjacent to the Right of Way (collectively, the "Encroachment"), as shown on the drawings prepared by Barrier Island Engineering & Consulting, LLC entitled "New River Trail Phase 1 – New River Trial Kep Map – Sheet C5" dated December 20, 2023 – revised January 24, 2024 and "New River Trail Phase 1 – Site Plan – New River Fishing Pier – Sheet C6" dated December 20, 2023 – revised January 24, 2024 attached as Exhibit B and Exhibit C.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties hereto, and their successors and assigns, agree as follows:

1. Santee Cooper and Central hereby grant their consent to TOB to construct and maintain the Encroachment within the Right of Way, at TOB's sole cost and expense. The parties agree that the Encroachment is located on the Property between Santee Cooper TEFIS Numbers #116271 to #116220. No Encroachment will come within fifty feet (50') of any pole, guy, or anchor except for the hereby approved Encroachment.
2. TOB, its successors-in-title and/or assigns hereby agrees and acknowledges that, other than the Encroachment permitted herein and also as described in the recorded Right of Way, no additional Encroachment shall be allowed within the bounds of the Right of Way, including, but not limited to, any structures, facilities or installations, to include sheds and fences, benches, wooden fixtures, emergency call boxes, lighting installations, utility and wastewater infrastructure, storage, trailers, elevation changes or any encroachment without the written consent of Santee Cooper and Central, which shall not be unreasonably withheld.
3. Notwithstanding anything to the contrary in this Agreement, no installations or fixtures are or will be permitted in or near the Right of Way that interfere with Central's transmission line, the operations or maintenance thereof, or that create a violation of any applicable code, ordinance, regulation or law, including the National Electric Safety Code. For the avoidance of doubt, the pier must not be covered, and any railings along the pier and associated means of access must be removable.

TOB acknowledges that the construction and maintenance of the Encroachment shall not raise the ground elevation within the Right of Way to such an extent as to violate the clearance requirements set forth by the National Electrical Safety Code and Santee Cooper. **The original grade will be restored following construction.** TOB shall not impede access to any pole, guy or anchor at any time during construction or maintenance. TOB shall not stockpile or store any equipment or materials within the edges of the Right of Way. Prior to commencing any construction activities on the bridge, the Contractor shall coordinate scheduling with Santee Cooper to ensure that access remains unobstructed at all times.

4. In the event TOB has either (i) not started construction on the herein authorized Encroachment within one (1) year from the date of this Agreement, or (ii) if TOB has not completed the authorized Encroachment within two (2) years from the date of this Agreement, then this Agreement shall be null and void and of no further consequence.
5. TOB shall notify Santee Cooper's encroachment supervisor at (843) 761-8000 ext. 5918 and Santee Cooper's transmission crew supervisor at (843) 761-8000 ext. 5454, at least two (2) weeks prior to construction within the Right of Way, except in the event of an emergency. TOB shall notify Santee Cooper's encroachment supervisor at (843) 761- 8000 ext. 5918 upon completion of the Encroachment.
6. In the event additional utilization of the Right of Way is needed by Santee Cooper or Central, Santee Cooper or Central shall provide written notification to TOB of the need for additional utilization, and TOB shall relocate or modify the Encroachment within ninety (90) days, at TOB's sole cost and expense.
7. TOB will be responsible for locating all underground utilities prior to commencement of work. If, during trenching or boring operations, TOB severs any transmission counterpoise (ground wire running parallel within the Right of Way), TOB will leave the severed ends exposed above ground, mark the location with flagging, and notify the Santee Cooper transmission crew supervisor at (843) 761-8000 ext. 5454. Any utilities to serve any permitted installation or fixture within the Right of Way must be located outside of the Right of Way or at the outermost 5' (five feet) of the Right of Way.
8. Santee Cooper and Central shall not be responsible for any property damage to the Encroachment caused by any work Santee Cooper or Central performs within the Right of Way except damages caused by gross negligence or willful misconduct of Santee Cooper, Central or their respective agents, employees or contractors. In the event TOB wishes to replace any part of the Encroachment that have been removed or disrupted, TOB shall obtain Santee Cooper's and Central's written consent, and, if so granted, shall perform such work at TOB's sole cost and expense and shall diligently pursue any necessary work in an expedient manner so as to not disrupt Santee Cooper's or Central's ability to traverse or utilize the Right of Way.
9. All occupancy or use of any part of the Right of Way by TOB or permitted by TOB shall be at the sole risk, cost and expense of TOB, and TOB will be solely responsible for any and all costs and expenses associated with the design, construction, installation, maintenance, and/or replacement of the Encroachment, including all bridges and any other structures associated therewith. TOB shall not assign or in any way alienate any rights or privileges granted in this Agreement without the prior written consent of Santee Cooper and Central. All costs to maintain the transmission lines shall be at the sole costs of Santee Cooper and

Central. Central may install or cause to be installed equipment or fixtures to restrict access to its facilities in the Right of Way.

10. No party shall assume any liability or responsibility for any claims or actions arising as a result of the actions or omissions of the other within the limitations of applicable law, including but not limited to the S.C. Tort Claims Act.
11. TOB acknowledges responsibility for the torts of TOB and TOB's representatives in the same manner and to the same extent as a private individual under like circumstances, subject to the limitations upon liability and damages, and exemptions from liability and damages, contained in the South Carolina Tort Claims Act (the "Act"), codified at section 15-78-10 to -220 of the South Carolina Code , as the Act may be amended from time to time and to the extent permitted by law.
12. TOB shall install and maintain conspicuous signage along the Right of Way, including on the pier and associated means of access, for the purpose of communication and prohibiting activities, including but not limited to, warnings regarding the potential hazards associated with public use of or near the Right of Way. The content and placement of such signage shall be subject to the approval of Santee Cooper and Central. TOB agrees to enforce the prohibition of any prohibited activities and to install bollards at its sole cost and expense, removable by Central and Santee Cooper, to prevent public use of motorized vehicles within the Right of Way. TOB further agrees to install trail sponsorship signs at the request of Central.
13. Santee Cooper and Central only grant consent to construct and maintain the Encroachment in the Right of Way to the extent Santee Cooper and Central have rights to the Right of Way. Santee Cooper and Central make no warranty whatsoever as to its title or rights to the Right of Way.
14. The exercise of any rights or privileges conferred by this Agreement shall constitute acceptance of the terms of this Agreement. Moreover, the persons executing this Agreement hereby warrant that they are duly authorized to execute this Agreement on behalf of the parties and have the full authority to bind the parties to this Agreement.
15. **TOB agrees to caution all persons associated with the construction or maintenance of the Encroachment of the very high voltage associated with the overhead transmission lines within the Right of Way. No booms, cranes or other equipment shall be brought closer than OSHA's standards to the energized conductor.**
16. **TOB agrees to provide a copy of this Agreement to all persons associated with the construction or maintenance of the Encroachment. Any material breach of this Agreement by TOB shall subject TOB the loss of the rights granted within this Agreement, provided that TOB is given written notice of**

**said breach and provided a reasonable opportunity to cure such breach, said cure period not to exceed thirty (30) days.**

17. Santee Cooper and Central reserve all rights they may have in and to the Right of Way by virtue of conveyance, statute, regulation, law, or equity.
18. **Beginning on the date of execution of this Agreement and continuing for the duration of TOB's use, occupancy or maintenance of the Encroachment, TOB, its successors-in title and/or assigns shall maintain or cause to be maintained in full force and effect a policy of general tort liability insurance made in connection with the Encroachments with at least a \$1,000,000 per occurrence minimum coverage limit. Santee Cooper and Central shall be named as a certificate holder on such insurance policy. TOB agrees to provide or cause to be provided to Santee Cooper or Central, upon written request, a certificate of insurance evidencing the insurance policy is in full effect.**
19. **TOB EXPRESSLY ACKNOWLEDGES THAT USE OF ANY PORTION OF THE RIGHT OF WAY BY MEMBERS OF THE GENERAL PUBLIC IS AT THEIR OWN RISK. BY ENTERING INTO THIS AGREEMENT, SANTEE COOPER and CENTRAL DO NOT ASSUME ANY DUTY TO OR FOR THE BENEFIT OF THE GENERAL PUBLIC FOR DEFECTS IN THE LOCATION, DESIGN, INSTALLATION, MAINTENANCE, OR REPAIR OR ANY STRUCTURES ASSOCIATED THEREWITH; FOR UNSAFE CONDITIONS WITHIN THE RIGHT OF WAY CAUSED BY THE ENCROACHMENTS; OR FOR THE FAILURE TO INSPECT FOR OR WARN AGAINST POSSIBLY UNSAFE CONDITIONS; OR TO CLOSE THE ENCROACHMENT OR ANY STRUCTURES ASSOCIATED THEREWITH TO PUBLIC ACCESS WHEN UNSAFE CONDITIONS MAY BE PRESENT. FURTHERMORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TOB EXPRESSLY ACKNOWLEDGES AND ACCEPTS THE OBLIGATION TO KEEP THE ENCROACHMENT AND ALL STRUCTURES ASSOCIATED THEREWITH IN GOOD WORKING ORDER WHICH IS SAFE FOR PUBLIC USE AT ALL TIMES. NOTWITHSTANDING THE FOREGOING, NOTHING WITHIN THIS AGREEMENT SHALL BE DEEMED OR IS INTENDED TO BE FOR THE BENEFIT OF THE GENERAL PUBLIC OR ANY MEMBER THEREOF. THIS AGREEMENT IS FOR THE SOLE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.**
20. TOB agrees not to plant any vegetation within the Right of Way without prior written consent from Santee Cooper and Central .
21. The easements, rights and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

22. This Agreement shall be governed by the laws of the State of South Carolina. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument. This Agreement supersedes any and all prior agreements, either written or verbal, and represents the total understanding between the parties.

*Signatures will appear on the following pages*

Signed, sealed and delivered in the presence of:  _____ Print Name: _____ Witness #1  _____ Print Name: _____ Witness #2	<b>CENTRAL ELECTRIC POWER COOPERATIVE, INC</b> , a South Carolina non-profit entity formed pursuant to South Carolina Code Section 33-49-10, et. seq.,  By: _____  Name: Chris Ware  Its: Vice President, Engineering & Engineering Services
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STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named Central Electric Power Cooperative, Inc. by, Chris Ware, its Vice President, Engineering & Engineering Services, sign, seal, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with \_\_\_\_\_ (witness #2), the other witness subscribed above, witnessed the execution thereof. Witness is not a party to or a beneficiary of the transaction.

\_\_\_\_\_  
(Witness #1 sign here)

Sworn to and subscribed before  
me this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name Notary Public  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
[NOTARIAL STAMP-SEAL]

Signed, sealed and delivered in the presence of:  _____ Print Name: _____ Witness #1  _____ Print Name: _____ Witness #2	<b>THE TOWN OF BLUFFTON</b> , a body politic formed pursuant to the laws of the State of South Carolina  By: _____  Name: Stephen Steese  Its: Town Manager
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STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named The Town of Bluffton by Stephen Steese, its Town Manager, sign, seal, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with \_\_\_\_\_ (witness #2), the other witness subscribed above, witnessed the execution thereof. Witness is not a party to or a beneficiary of the transaction.

\_\_\_\_\_  
(Witness #1 sign here)

Sworn to and subscribed before  
me this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name Notary Public  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
[NOTARIAL STAMP-SEAL]



<p>Signed, sealed and delivered in the presence of:</p> <p>_____</p> <p>Print Name: _____</p> <p>Witness #1</p> <p>_____</p> <p>Print Name: _____</p> <p>Witness #2</p>	<p><b>SOUTH CAROLINA PUBLIC SERVICE AUTHORITY</b>, a body corporate and politic organized and existing under the laws of the State of South Carolina</p> <p>By: _____</p> <p>Name: Michael R. Johnson</p> <p>Its: Director, Transmission Operations</p>
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STATE OF SOUTH CAROLINA                      )

COUNTY OF BERKELEY                            )

Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named South Carolina Public Service Authority, by, Michael R. Johnson, its Director, Transmission Operations, sign, seal, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with \_\_\_\_\_ (witness #2), the other witness subscribed above, witnessed the execution thereof. Witness is not a party to or a beneficiary of the transaction.

\_\_\_\_\_  
(Witness #1 sign here)

Sworn to and subscribed before  
me this the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name Notary Public

Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_  
[NOTARIAL STAMP-SEAL]

## Exhibit A

### Property Legal Description

All those certain parcels or tracts of land lying, being and situate in the Town of Bluffton, Beaufort County, South Carolina, according to a survey by James M. Anderson & Associates dated February 8, 2000 and recorded in Plat Book 75, Page 93, Beaufort County, South Carolina records, said tracts being designated as Tract "A" and Tract "B" on Sheet 7 of 8 of said survey. Said property being more particularly described as follows:

#### TRACT A:

To find the Point of Beginning, begin at that certain Geodetic Survey Monument stamped "Pritchard No. 1 1932", thence North 40 degrees 10 minutes 25 seconds East a distance of 5,088.01 feet to an iron pipe on the westerly right-of-way of South Carolina Highway #170 (50 foot right-of-way); thence along the lands now or formerly of Del Webb Communities, Inc. South 88 degrees 48 minutes 52 seconds West a distance of 1,622.12 to an iron pipe and the Point of Beginning. Thence along the lands now or formerly of Del Webb Communities, Inc. North 88 degrees 48 minutes 52 seconds West a distance of 831.02 feet to a concrete monument; thence along the lands now or formerly of Del Webb Communities Inc. South 52 degrees 33 minutes 43 seconds West a distance of 294.63 feet to an iron pipe; thence continuing along the lands now or formerly of Del Webb Communities, Inc. North 80 degrees 18 minutes 36 seconds West a distance of 3,489.00 feet to an iron pipe; thence continuing along the lands now or formerly of Del Webb Communities Inc. North 80 degrees 20 minutes 33 seconds West a distance of 3,138.44 feet to an iron pipe; thence along the lands now or formerly of New River Farms, L.P. et al. South 23 degrees 39 minutes 32 seconds West a distance of 6,851.83 feet to a concrete monument; thence along the lands now or formerly of Furman E. Jordan, Jr. and Terry W. Jordan South 23 degrees 39 minutes 32 seconds West a distance of 2,207.10 to an iron rebar; thence along the lands of the Central Electric Power Coop. North 78 degrees 15 minutes 35 seconds East a distance of 122.68 feet to an iron rebar; thence along the lands now or formerly of New River Farms, L.P. et al. North 23 degrees 39 minutes 32 seconds East a distance of 8,828.28 feet to an iron pipe; thence along the lands now or formerly of New River Farms, L.P. et al. North 84 degrees 03 minutes 01 seconds East a distance of 1,066.63 feet to an iron pipe; thence along the lands now or formerly of New River Farms, L.P. et al. North 80 degrees 20 minutes 39 seconds East a distance of 5,517.24 feet to an iron pipe; thence continuing along the lands now or formerly of New River Farms, L.P. et al. North 74 degrees 06 minutes 22 seconds East a distance of 1,112.99 feet to an iron pipe and the Point of Beginning. Said tract consisting of 41.00 acres, more or less.

#### TRACT B:

To find the Point of Beginning, begin at an iron rebar at the intersection of the southwestern most point of Tract A and the northerly right-of-way of South Carolina State Highway #46, said iron rebar being 2,207.10 feet on bearing South 23 degrees 39 minutes 32 seconds West from a concrete monument located at the intersection of the boundary line of lands now or formerly of Furman E. Jordan, Jr. and Terry W. Jordan and New River Farms, L.P. et al., on the westerly right-of-way of an abandoned Seaboard Railroad line; thence South 23 degrees 39 minutes 32 seconds West across the right-of-way of SC State Highway #46 a distance of 184.02 feet to a 22" Oak Tree and the Point of Beginning, said Point of Beginning being offset by an iron rebar on bearing South 23 degrees 39 minutes 32 seconds West a

Exhibit A (Continued)

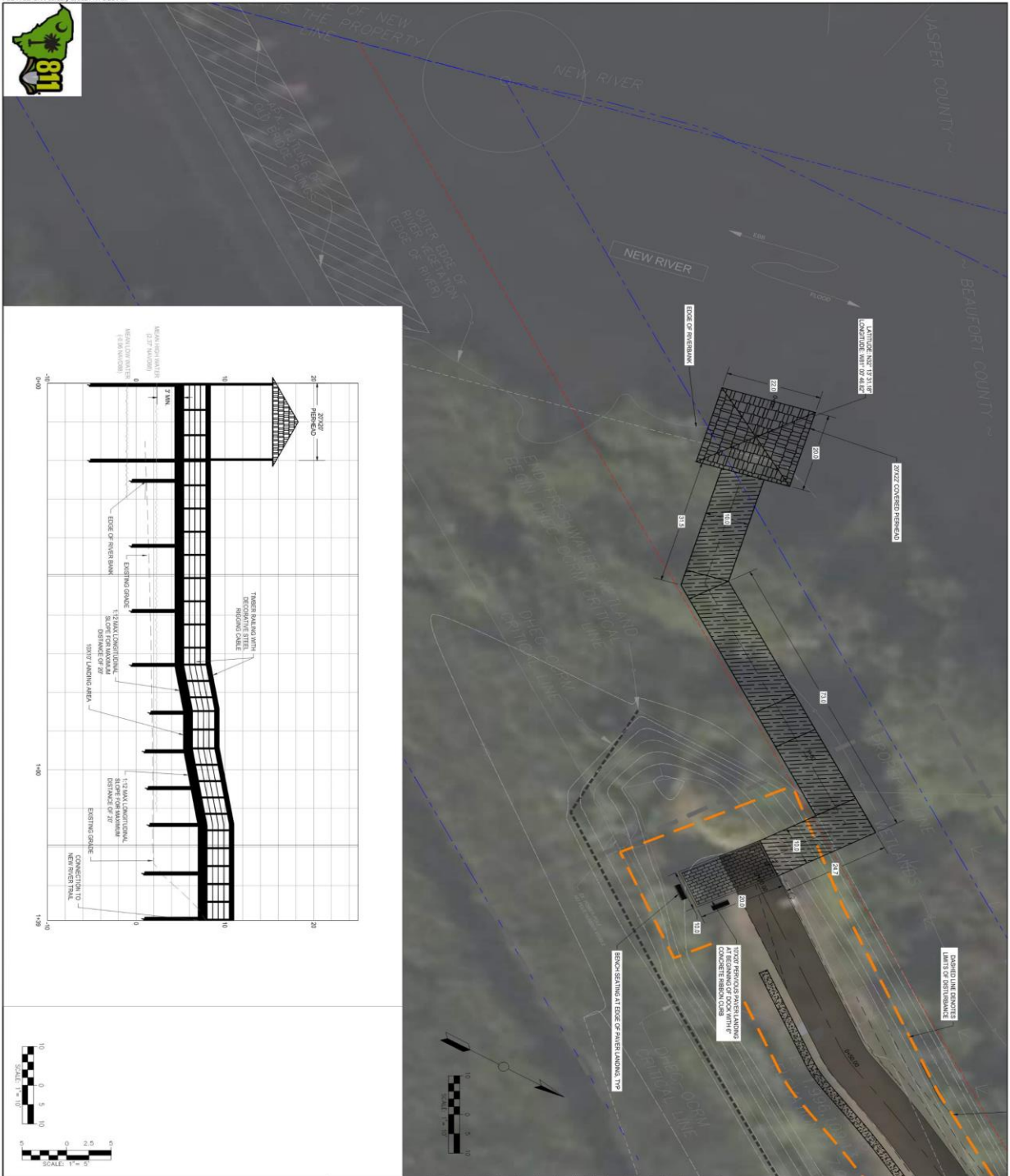
distance of 2.50 feet. Thence along the lands now or formerly of New River Farms, L.P. et al. South 23 degrees 39 minutes 32 seconds West a distance of 2,349.47 feet to a rebar; thence continuing along the lands now or formerly of New River Farms, L.P. et al. South 25 degrees 46 minutes 37 seconds West a distance of 322.71 feet to an iron rebar; thence continuing along the lands now or formerly of New River Farms, L.P. et al. South 30 degrees 45 minutes 23 seconds West a distance of 299.82 feet to an iron rebar; thence along the lands now or formerly of New River Farms, L.P. et al. South 33 degrees 01 minutes 31 seconds West a distance of 5,039.68 feet to a point in the center of the New River, said point being offset by an iron pipe on bearing South 33 degrees 01 minutes 31 seconds West a distance of 230.00 feet; thence along the center line of the New River South 13 degrees 07 minutes 40 seconds East a distance of 138.66 feet to a point, said point being offset by an iron pipe on bearing North 33 degrees 01 minutes 31 seconds East a distance of 320.00 feet; thence along the lands now or formerly of New River Farms, L.P. et al. North 33 degrees 01 minutes 31 seconds East a distance of 5,137.72 feet to an iron rebar; thence continuing along the lands now or formerly of New River Farms, L.P. et al. North 30 degrees 45 minutes 23 seconds East a distance of 306.15 feet to an iron rebar; thence continuing along the lands now or formerly of New River Farms, L.P. et al. North 25 degrees 46 minutes 37 seconds East a distance of 328.90 feet to an iron rebar; thence North 23 degrees 40 minutes 10 seconds East a distance of 2,385.89 feet to an iron rebar; thence continuing along the lands now or formerly of New River Farms, L.P. et al. and the boundary traverse North 23 degrees 39 minutes 32 seconds East a distance of 36.80 feet to an iron rebar; thence continuing South 78 degrees 15 minutes 35 seconds West a distance of 123.22 feet to the 22" oak tree and the Point of Beginning. Said tract consisting of 18.6 acres, more or less.

Derivation: This being the same property conveyed to The Town of Bluffton by New River Farms, L.P., Holly Branch Farms, L.P., Jones Associates, L.P., The Barbara J. Bailey Limited Partnership, Dorothy R. Zetterower, Lillian R. Stephenson and Christopher C. Ryals dated December 11, 2000 and recorded on February 02, 2001 in Book 1367 at Page 1632 in the Beaufort County Register of Deeds Office.

PIN#: R614 035 000 0011 0000

R610 028 000 0018 0000 Exhibit B





**NEW RIVER TRAIL PHASE 1**  
TOWN OF BLUFFTON, SC

**SITE PLAN - NEW RIVER FISHING PIER**

CS.0

**NOT FOR CONSTRUCTION**

**PRELIMINARY**

**OUT OF DATE**

**BARRIERISLAND**  
ENGINEERING & CONSULTING

709 POLLY RD., UNIT C  
CHARLESTON, SC 29412  
843.485.4411  
WWW.BARRIERISLANDENGINEERING.COM

REVISION LOG	
DATE	REASON
12/20/2023	DATA SUBMITTED
01/24/2024	REDESIGNING

PROJECT #	DESIGNED BY	APPROVED BY	DATE
22-025	CSZ	AJB	12/20/23